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UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

BRUNSWICK SURGICAL CENTER, LLP and
JERSEY AMBULATORY CENTER, LLC,

Case No. 09-cv-5857

Plaintiffs,

Civil Action

vs.

SECOND AMENDED COMPLAINT

CIGNA HEALTHCARE and CONNECTICUT
GENERAL LIFE INSURANCE COMPANY,

Defendants.

Brunswick Surgical Center, LLP and its successor Company, Jersey Ambulatory Center, LLC, a New Jersey Limited Liability Partnership and Company, respectively, having their principal place of business at 561 Cranbury Road, East Brunswick, New Jersey, by way of Complaint against Defendants, say:

JURISDICTION

1. The claims of Brunswick Surgical Center, LLP, and Jersey Ambulatory Center, LLC (Plaintiffs) under the Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §1001 et seq. in their First Count herein, provide for concurrent jurisdiction in the Federal courts of the United States.

PARTIES

2. Plaintiffs are a New Jersey Limited Liability Partnership and its successor Company, both of which provide medical services.

3. Cigna Healthcare and Connecticut General Life Insurance Company (collectively Cigna) provide health insurance to patients of Plaintiffs who have assigned their health insurance benefits and claims against Cigna to Plaintiffs.

FIRST COUNT

ERISA and non-ERISA claims for surgical facility services provided

4. Plaintiffs own a lawfully approved single operating room ambulatory surgery center (ASC) used to provide surgical services to patients insured by Cigna under group insurance policies provided to those patients by their employers as an employee benefit (Cigna ERISA participants); as well as to other patients insured by Cigna (individual Cigna insureds).

5. These patients, both Cigna ERISA participants and individual Cigna insureds, have assigned their rights to reimbursement and payment of the charges for the surgical facility services to Plaintiffs. The number of these patients and the dates that service is being provided, both to Cigna ERISA participants and individual Cigna insureds, are increasing as these surgical services are continually being provided.

6. The total unpaid charges representing surgical facility services on account of services provided to both Cigna ERISA participants and individual Cigna insureds which have been assigned to Plaintiffs and for which payment has been refused currently exceeds \$300,000.00.

7. Cigna has unjustifiably refused payment of these surgical facility services and continues to refuse payment.

WHEREFORE Plaintiffs demand judgment on the First Count for:

- a. The invoice amount of all assigned charges due for surgical facility services provided Patients;
- b. Interest;
- c. Attorney's fees;
- d. Costs.

CERTIFICATION AS TO RELATED PENDING MATTERS

The undersigned hereby certifies on behalf of Plaintiffs that to the best of his knowledge, information and belief, there are no other pending actions related to the pending matter in any court, and that there are no pending arbitration or administrative proceedings.

Respectfully submitted,

PACIFICO & LAWRENCE

By: 

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Trial Attorneys for Plaintiffs

Dated: January 11, 2010